

OFFICE OF THE SECRETARY OF STATE
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 05-14

PROJECT TITLE: Voter Registration Database County Interface

PROPOSAL DUE DATE: December 1, 2004

EXPECTED TIME PERIOD FOR CONTRACT: February 1, 2005 – December 31, 2005
(approximately 11 months)

CONSULTANT ELIGIBILITY: To be eligible, bidders must be or become licensed to do business in the State of Washington, comply with the specifications of this RFQQ, and must be willing and able to sign a contract with the State of Washington which includes standard requirements stated in this RFQQ.

CONTENTS OF THE REQUEST FOR PROPOSALS

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Attachments
 - A. Certifications and Assurances
 - B. Personal Service Contract with General Terms and Conditions
 - C. Proposed System Architecture
 - D. Database Structure
 - E. Business Flow Process

TABLE OF CONTENTS

1.	Introduction	4
1.1	Purpose and Background	4
1.2	Deliverables and Objectives	5
1.3	Minimum Qualifications	6
1.4	Funding	6
1.5	Period of Performance	6
1.6	Definitions	6
1.7	ADA	7
2.	General Information for Consultants	7
2.1	RFQQ Coordinator	7
2.2	Estimated Schedule of Procurement Activities	7
2.3	Information Will Be Posted On The Web	8
2.4	Questions and Answers	8
2.5	Submission of Proposals	8
2.6	Proprietary Information/Public Disclosure	9
2.7	Revisions to the RFQQ	9
2.8	Minority & Women-Owned Business Participation	9
2.9	Acceptance Period	10
2.10	Responsiveness	10
2.11	Most Favorable Terms	10
2.12	Contract and General Terms & Conditions	10
2.13	Costs to Propose	10
2.14	No Obligation to Contract	11
2.15	Rejection of Proposals	11
2.16	Commitment of Funds	11
2.17	Insurance Coverage	11
3.	Proposal Contents	11
3.1	Letter of Submittal (Mandatory)	11
3.2	Qualifications Section	12
3.2.1	Business Information	12
3.2.2	Qualifications	12
3.3	Quotations Section	14
3.3.1	Identification of Costs	14
3.3.2	Computation	14
4.	Evaluation and Contract Award	14
4.1	Evaluation Procedure	14
4.2	Evaluation Weighting and Scoring	15
4.3	Oral Interviews Will Be Required	15
4.4	Notification to Proposers	16
4.5	Debriefing of Unsuccessful Proposers	16
4.6	Protest Procedure	16

5. RFQQ Attachments	17
Attachment A: Certifications and Assurances	18
Attachment B: Personal Service Contract Format including General Terms and Conditions (GT&Cs)	19
Attachment C: Proposed System Architecture	
Attachment D: Database Structure	
Attachment E: Business Flow Process	

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

Purpose

The Office of the Secretary of State (OSOS), hereafter called “AGENCY,” is initiating this Request for Qualifications and Quotations (RFQQ). Proposals are being solicited from consultants interested in working as part of the AGENCY’S Voter Registration Database technical team. Consultants will provide hands-on programming and technical support that will enable the AGENCY to exchange voter registration data with all 39 counties in the state and ensure a synchronized, comprehensive, statewide voter registration database for the State of Washington.

Background

The Help America Vote Act (“HAVA”), Public Law 107-252 passed by Congress in 2002, is federal legislation that mandates that states work to improve election administration, voter outreach and education. One of the requirements under this federal legislation (Section 303) is the requirement that each state implement a “single, uniform, official, centralized, interactive, computerized statewide voter registration list that is defined, maintained, and administered at the state level” containing the record of every individual legally registered to vote in the state. Currently, the official voter registration records are created and maintained at the county level. Each county elections office updates and separately maintains voter registration records. The state also keeps a file for use in checking petition signatures. Washington State currently has approximately 3.5 million registered voters. New registrations peak in cycles corresponding to Presidential election years; changes and updates are required continually as voters move out of state, change addresses, change names, die, are convicted of a felony, have voting rights restored, and other factors that necessitate an update to the voter registration files.

During the past eight years, the Secretary of State has worked to create a modern, centralized signature-checking system. This effort was initially driven by a desire to economize, and improve the accuracy and efficiency of the state petition signature verification process. When the state began automating the process, telephone modem access was used to link to county voter files. As the project evolved, county voter computer files were compiled, with signature images attached, in a database in Olympia.

The project gathered new functions and requirements over time, including list comparisons and address updates intended to improve the usability and quality of voter registration information. This included county-to-county list comparisons, looking for duplicate registrations and multiple voters, as well as the Department of Corrections information on felons whose voting rights have been removed.

With passage of HAVA, the state began work to establish a single, statewide voter registration database with integrated election management capabilities available for all 39 counties and the Secretary of State’s Office. The project will implement a single, interactive state-wide voter registration database (VRDB) designed to interact with county election management systems and to interact in some fashion with commercial election management systems operating at the county level. Election Management Systems (EMS) are used to prepare for and conduct elections by each county election office. They include software that accomplishes ballot layout, address validity checks, precinct assignment, absentee voter lists, creation of poll books, voter registration and other election related

functions. The overriding principles of this project are to meet all minimum HAVA requirements.

Currently, there are four vendors that offer EMS that are approved by Washington State to connect with this database (see below). Several counties do not use any of these systems and will need to convert their EMS to one of the four approved systems prior to connecting to the VRDB.

At this point the agency has established the framework for a generic data input web service module, basic database design, planned the approach for connectivity, and basic network approach (See Attachments C, D and E). A requirements document is nearing completion (anticipated completion date of November 18, 2004). Since starting, the counties with EMS systems and their vendors have requested to have their EMS systems provide the front end connectivity; the agency has concurred with this request.

Remaining work includes design of the interface approach with the counties and EMS vendors as well as designing the system for timely, robust periodic input mechanism into the VRDB and synchronization between the county EMS systems and the state VRDB. In addition, interfaces need to be designed with other state agency databases (Department of Licensing, Washington State Patrol and Department of Health) and data integrity and cleanup methodologies.

1.2 DELIVERABLES AND OBJECTIVES

The objective of this project is to have a uniform, official, centralized, interactive voter registration database in place and fully operational by January 1, 2006 which contains the record of every individual legally registered to vote in the state.

The deliverables for the contractor will include the following:

1. Work as part of the AGENCY Voter Registration Database technical team, under the general direction of the AGENCY Project Manager.
2. Serve as the primary liaison with the four major providers of election management systems used by the counties in Washington state, which are:
 - a. Diebold (DIMS)
 - b. VOTEC Corporation Election Management and Compliance System
 - c. Election Systems & Software (ES&S)
 - d. DFM Associate's Election Information Management System

In cooperation with the vendors, develop the technical interfaces between the county EMS systems and state database to allow for input of voter registration data, synchronization of the state and county databases, and implementation of the legally required verifications of voter registration data (duplicate registration and verification of identity through driver's license or social security number at the time of registration; death or loss of voting rights due to felony conviction at periodic intervals). *NOTE: As stated above in the "Background" section, the counties with EMS systems and their vendors have requested to have their EMS systems provide the front end connectivity. Financial support to the EMS vendors for development of the front end connectivity will be separately financed (not financed under this RFQQ); the contractor will assist the AGENCY in determining the most efficient and effective way to fund this effort.*

3. Provide a technical solution that conforms to AGENCY standards including:
 - a. Is developed using SQL and operates in a Microsoft Windows environment
 - b. Utilizes XML
 - c. Is developed in a Microsoft .NET framework
4. Regularly participate as an active member of:
 - a. VRDB policy meetings that will occur approximately every 6-8 weeks and which include state AGENCY staff as well as county auditors and/or other county representatives.
 - b. Internal agency work meetings held on a weekly or biweekly basis to monitor project progress against established milestones.
5. Beta version of the VRDB, completed by June 30, 2005
6. VRDB fully functional and operational by January 1, 2006

1.3 MINIMUM QUALIFICATIONS

Consultants bidding on this proposal must be or be able to be licensed to do business in the State of Washington.

1.4 FUNDING

Funding for this project will come from the federal HAVA funds awarded to the AGENCY. Any contract awarded as a result of this procurement is contingent upon the continued availability of sufficient funding. The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract in order to accommodate funding limitations.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQQ is tentatively scheduled to last approximately 11 months, beginning on or about February 1, 2005 – December 31, 2005. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

AGENCY – The Office of the Secretary of State is the AGENCY of the State of Washington that is issuing this RFQQ.

Consultant – Individual or company submitting a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ) – Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their rates and costs for same.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFQQ COORDINATOR

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Cathy Turk, Financial & Support Services Manager
Address	6330 Capitol Blvd., PO Box 40224
City, State, Zip Code	Olympia, WA 98504-0224
Phone Number	(360) 586-1116
Fax Number	(360) 586-4311
Email Address	cturk@secstate.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Procurement Activity:	Due By/End Date:
RFQQ advertised & posted on AGENCY web site	November 12, 2004
Interested vendors submit Notice of Intent to Bid to AGENCY	November 22, 2004
Proposals due	December 1, 2004
Evaluate proposals	December 10, 2004
Conduct oral interviews with finalists (if needed)	December 21, 2004
Announce "Apparent Successful Contractor" and send notification via fax or email to unsuccessful proposers	December 23, 2004
Hold debriefing conferences (if requested)	January 10, 2005
Negotiate contract and file with OFM	January 17, 2005
End of filing period for contract with OFM	February 1, 2005
Begin contract work	February 1, 2005

The AGENCY reserves the right to revise the above schedule.

2.3 INFORMATION WILL BE POSTED ON THE WEB

This RFQQ will be posted on the Agency's web site (www.secstate.wa.gov) on or after November 12, 2004. The AGENCY will also post on the same web site:

1. Written questions received and the AGENCY'S responses to those questions that the AGENCY deems to be relevant to the solicitation.
2. Any and all addendum to the RFQQ

It is the responsibility of the Consultant to check the web site for information related to this RFQQ. The AGENCY will not mail the supplemental information to bidders and will not be responsible for bidder failure to be aware of clarifying information or addendum to the RFQQ.

2.4 QUESTIONS AND ANSWERS

Only written questions from consultants will be considered for an AGENCY response. Written questions from consultants that the AGENCY deems relevant to this RFQQ will be posted on the AGENCY web site along with the AGENCY's response. Posting on the AGENCY web site provides all consultants the opportunity to access the same information. The AGENCY'S requirement that all questions be submitted in writing (email is acceptable and encouraged) is intended to eliminate misinterpretation or misrepresentation of a consultant's question by the RFQQ coordinator.

2.5 SUBMISSION OF PROPOSALS

Consultants are required to submit only one copy of their proposal, but the submittal must have original signatures of the vendor representative authorized to submit such a proposal. Proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 5:00 p.m., local time, on December 1, 2004. The AGENCY may make additional photocopies of the proposals for purposes of providing copies to the evaluation team.

In a joint effort to save costs, reduce waste and produce energy savings, consultants are encouraged to use double-sided printing and recyclable materials. Consultants are highly encouraged to refrain from submitting RFQQ responses in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

The proposal is to be sent to the RFQQ Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal by the RFQQ Coordinator. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Assistant Secretary of State or his delegate and the apparent successful Contractor; thereafter, all proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected propose has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.7 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, the published questions and answers, RFQQ addendum (if any), and any other pertinent information will be published on the Agency's web site at www.secstate.wa.gov.

The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.8 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.9 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.11 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the consultant can propose. The AGENCY does reserve the right to contact a consultant for clarification of its proposal.

The consultant should be prepared to accept this RFQQ for possible incorporation into a contract resulting from this RFQQ. Contract negotiations may also incorporate some or the consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions included as Attachment B. In no event is a consultant to submit its own standard contract terms and conditions in response to this solicitation. Any proposed exceptions, modifications or additions to the terms and conditions attached as part of Attachment B must be submitted as part of the consultant's proposal and clearly identified, as allowed in the Certifications and Assurances section, Attachment A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion. The AGENCY will consider proposed exceptions as an indication that the consultant would not, under any circumstance, accept the language in the sample contract.

2.13 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation or oral interview, or any other activities related to responding to this RFQQ.

2.14 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the State of Washington or the AGENCY to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.16 COMMITMENT OF FUNDS

The Assistant Secretary of State or his designee is the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFQQ, the contractor(s) will be required to provide insurance coverage as described in Attachment B, Personal Service Contract with General Terms and Conditions.

3. PROPOSAL CONTENTS

The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Attachment A to this RFQQ).
2. Qualifications
3. Quotation

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal in order for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Attachment A to this RFQQ) must be signed and dated by a person authorized to legally bind the consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include a high level summary of the consultant's qualifications to perform the work requested.

3.2 QUALIFICATIONS SECTION

3.2.1 Business Information

- a. State the name of the company or organization, address, phone number, fax number, email address, legal status of entity (ownership) and year entity was established as it now substantially exists. If applying as an independent consultant, rather than as a representative of a company or organization, this must be clearly stated.
- b. Consultants must clearly disclose any formal affiliation with a hardware/software manufacturer or vendor, including employment with such an entity or serving as a seller/reseller of the vendor's products. If, after AGENCY review of this information it is determined by the AGENCY that a conflict of interest exists such that the consultant may not provide an objective approach to the work being requested, the consultant may be disqualified from further consideration for the award of a contract.
- c. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- d. Identify any Washington State employees or former Washington State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the consultant may be disqualified from further consideration for the award of a contract.
- e. If the consultant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the AGENCY previously or currently employed by, job title or position held and separation date.
- f. If the consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the consultant's non-performance or poor performance and the issue of performance was either (1) not litigated due to inaction on the part of the Proposer, or (2) litigated and such litigation determined that the Proposer was in default.
- g. Submit full details of the terms for default including the other party's name, address, and phone number. Present the consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the consultant in the past five years, so indicate.

3.2.2 Qualifications

- a. **EXPERIENCE (SCORED)**
The consultant should provide the following, at a minimum:
 - Describe the past experience of the consultant. The description should clearly indicate the ability to provide the services requested in this RFQQ.
 - Describe the consultant's demonstrated experience in, and approach to project management.
 - Describe the consultant's experience working with election management systems, if any.
 - Describe the consultant's experience and skills using BizTalk software or

similar technology that allow for communication and exchange of data between organizations.

- Describe the consultant's experience in developing applications using technology tools and platforms that will serve as the foundation for the VRDB as described in Section 1.2 of this RFQQ. Describe those applications and highlight similarities to the proposed project.
- Describe any other relevant experience that demonstrates the qualifications of the consultant for the performance of the potential contract.
- Include a list of contracts the consultant has had during the last five years that relate to the consultant's ability to perform the services requested. List contract reference number, contract period of performance, and a client reference for each project including current telephone, email, fax and mailing address information. The consultant must grant permission to the AGENCY to contact all references, at AGENCY option. Do not include current AGENCY staff as references. References, if utilized, will be contacted and scored for the top-scoring proposal(s) only.
- If the consultant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the AGENCY, the contract number and project description and/or other information available to identify the contract.

b. STAFFING (SCORED)

- Provide a description of the proposed project members and team structure (if applicable), including any subcontractors.
- Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resume's for other staff, including information on the individuals's particular skills and experience related to this project, education, experience, significant accomplishments and any other pertinent information.
- List any sub-consultants you may want to include in order to complete your roster of services. Describe what services each would provide. Provide the business information requested in Section 3.2.1 for each subcontractor.
- List names, addresses, telephone numbers, fax numbers and email addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The consultant must grant permission to the AGENCY to contact the references. Do not include current AGENCY staff as references. References, if utilized, will be contacted and scored for the top-scoring proposal(s) only.

c. SCHEDULE (SCORED)

- Describe the firm's ability to meet the projected timeline and deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.
- Describe the ability, and any limitations, to periodically work in or travel to Olympia, Washington to work with and/or meet with project team members as needed.
- Based on the overall schedule provided in Section 1.2, identify anticipated interim milestones and a projected schedule

- d. OMWBE Certification (Optional and not scored)
 - Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION

3.3.1 Identification of Costs (SCORED)

- Consultants should bid a total not-to-exceed cost for the work proposed. Consultants should clearly describe and include a breakdown of how the total cost was arrived at, including but not limited to the hourly rates/fees for all consultants assigned to the project, costs of any subcontractors, travel and per diem costs, administrative or overhead costs.
- However, as indicated in the sample contract, Attachment B, the AGENCY will reimburse the contractor on a monthly basis based on the percentage of the work completed; contractors will not be reimbursed based on a time and materials basis. For example, if the total proposed cost is \$200,000, when the project is 15% completed, the AGENCY will expect to have reimbursed the contractor \$30,000 (15% of \$200,000). The consultant should explain in detail how they would determine and document the percentage of the work completed as the basis for monthly billing.
- Consultants are also required to collect and pay Washington state sales tax, if applicable and should include in the total cost.

The evaluation process is designed to award this procurement not necessarily to the consultant of least cost, but rather to the consultant whose proposal best meets the requirements of this RFQQ. However, consultants are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

3.3.2 Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the AGENCY, which will determine the ranking of the proposals.

The AGENCY will select and contact the top-scoring firms to schedule a date, time and location for an oral interview.

4.2 EVALUATION WEIGHTING AND SCORING

Proposals will be scored on both the written proposal and oral interview. The following weighting and points will be assigned to the written proposal for evaluation purposes:

QUALIFICATIONS SECTION (75 POINT MAXIMUM)

Experience of the Consultant ≤45 points

- Experience relevant to the project
- Project management experience
- Election management system experience
- Experience with agency standard platform and tools

Staff qualifications ≤ 20 points

- Qualifications of proposed staff
- Qualifications of proposed sub-contractors
- Project team structure and support

Schedule ≤10 points

- Ability to meet timelines/deadline
- Availability to Olympia
- Projected milestones and schedule

QUOTATIONS SECTION (25 POINT MAXIMUM)

- Total cost computation
- Methodology for determining percent of completion

Sub-Total for Written Proposal (100 POINTS MAXIMUM)

REFERENCES (TOP-SCORING PROPOSER(S) ONLY – 10 POINTS MAXIMUM)

GRAND TOTAL (110 POINTS MAXIMUM)

References will be contacted for the proposer(s) scoring highest on the written Qualification and Quotations sections. References will then be scored and included in the total score.

4.3 ORAL INTERVIEWS WILL BE REQUIRED

As indicated above, both written submittals and oral interviews will be utilized in scoring and selecting the winning proposal. The AGENCY, at its sole discretion, will select the top scoring finalists for an oral interview based on the written proposals, including references.

The AGENCY will contact the top-scoring firm(s) to schedule a date, time and location for oral interviews. Interviews may be conducted in person or via telephone, at the sole discretion of the AGENCY. Commitments made by the consultant at the oral interview, if any, will be considered binding. The score from the oral interview will be considered independently and will determine the apparently successful proposer. Final determination of the consultant selected for contract award will also be at the sole discretion of the AGENCY.

4.4 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by email.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator by no within three (7) business days after the Notification of Unsuccessful Consultant letter is faxed/emailed to the consultant. The debriefing must be held within three (3) business days of the request or as otherwise mutually agreed upon by the AGENCY and the consultant.

Discussion will be limited to a critique of the requesting consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

This procedure is available to consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the consultant is allowed seven (7) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

1. Only protests stipulating an issue of fact concerning the following subjects shall be considered: A matter of bias, discrimination or conflict of interest on the part of the evaluator.
2. Errors in computing the score.
3. Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another consultant which submitted a proposal, such consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

1. Find the protest lacking in merit and uphold the AGENCY's action; or
2. Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
3. Find merit in the protest and provide the AGENCY options which may include:
 - a. Correct the errors and re-evaluate all proposals, and/or
 - b. Reissue the solicitation document and begin a new process, or
 - c. Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFQQ ATTACHMENTS

Attachment A:	Certifications and Assurances
Attachment B:	Personal Service Contract Format including General Terms and Conditions (GT&Cs)
Attachment C:	Proposed System Architecture
Attachment D:	Database Structure
Attachment E:	Business Flow Process

ATTACHMENT A

CERTIFICATION AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document as required by Section 2.12 of the RFQQ.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer/Consultant

Title

Date

ATTACHMENT B

**SAMPLE CONTRACT
ONLY**

CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
AND

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 40220, Olympia, Washington 98504-0220, hereinafter referred to as the "AGENCY," and (Name and address of CONTRACTOR), hereinafter referred to as "CONTRACTOR," for the express purposes set forth in the following provisions of this contract.

PURPOSE

WHEREAS, the purpose of this contract is to assist the state with development of a single, comprehensive, voter registration database for the State of Washington;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY and CONTRACTOR mutually agree as follows:

STATEMENT OF WORK

A. The CONTRACTOR will provide services and staff and otherwise do all things necessary for or incidental to the performance or work, as set forth below:

B. Exhibit A contains the General Terms and Conditions governing the work to be performed under this contract, the nature of the relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Project Manager, in accordance with the schedule above. Any oral reports required under this contract must be presented at the location requested by the AGENCY.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from February 1, 2005 or date of execution, whichever is later, through December 31, 2005.

OFM FILING REQUIREMENT

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

COMPENSATION AND PAYMENT

A. Amount of Compensation

The AGENCY shall pay an amount not to exceed \$_____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Statement of Work. CONTRACTOR'S compensation for services rendered shall be based on, and limited to, the documented percentage of work completed as approved by the AGENCY'S Project Manager.

B. Expenses

CONTRACTOR's expenses are included in the total amount of compensation and will not be separately reimbursed.

BILLING PROCEDURES

Time and Method of Payment:

The AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the AGENCY Billing Contact, Michelle Boutilier, Financial and Support Services, not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed and percentage completion for the project. The AGENCY will make payments to the contractor such that the percentage of the total compensation paid will correspond to the percentage of the total Statement of Work completed.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any terms or conditions of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

REPLACEMENT OF CONTRACTOR/SUBCONTRACTOR STAFF

The CONTRACTOR is responsible to ensure that the same contract staff, including staff of any subcontractors, is committed and will be available until the completion of this contract. Any proposal by the CONTRACTOR for changes, replacement, or substitution of staff during the duration of this contract must be submitted to the AGENCY in writing. The AGENCY's Project Manager shall have the sole discretion to accept or reject such proposal but such approval will not be unreasonably withheld. In no event shall such changes in staff take effect without the AGENCY'S written consent.

In the event the CONTRACTOR proposes replacement in contract staff, as a condition of accepting such changes, the AGENCY may require the CONTRACTOR to compensate the AGENCY, in the form of gratuitous services to the AGENCY, to offset the training and administrative costs incurred by the AGENCY in association with such replacement, an amount not to exceed \$250 per working day for up to 20 working days, the total amount not to exceed \$5,000 per replacement of contract staff.

In the event the AGENCY does not accept the proposed change in contract staff, and the CONTRACTOR is unable to propose and make available to the AGENCY a reasonably qualified replacement within ten (10) business days after the originally assigned contract staff has ceased to perform work under the contract, then the AGENCY may (a) terminate the contract and/or (b) CONTRACTOR shall agree to compensate the AGENCY, in the form of gratuitous services to the AGENCY, an amount not to exceed \$250 per working day for up to 20 working days beginning from the day after the originally assigned contract staff has ceased to perform work.)

CONTRACT MANAGEMENT

The Project Manager for each of the parties shall be the contact person for all communications regarding the performance of this contract.

Project Manager for the CONTRACTOR is:	Project Manager for the AGENCY is:
Contractor Name Address City, State, Zip Code Phone: () Fax: () E-mail address:	Agency Name Address City, State, Zip Code Phone: () Fax: () E-mail address:

Billing Contact for the AGENCY is:
Michelle Boutilier, Financial and Support Services P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 586-4554; Fax: (360) 586-4311 E-mail: mboutilier@secstate.wa.gov

INSURANCE

The CONTRACTOR shall provide the following insurance coverage which shall be maintained in full force and effect during the term of this contract. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing services under this contract.

- Commercial General Liability Insurance, including contractual liability for both bodily injury and property damage liability with a limit of not less than \$1,000,000 each occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- Automobile Liability: In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
- Worker's compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering the CONTRACTOR'S employees under applicable state worker's compensation laws for work-related injuries suffered by CONTRACTOR'S employees;
- Employer's liability with limits of not less than \$1,000,000 each accident;
- Software errors and omissions liability covering damages arising out of negligent acts, errors, or omissions committed by the CONTRACTOR or the CONTRACTOR's employees in the performance of this contract, with a limit of liability of not less than \$2,000,000 each claim;

The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to

any other valid and collectable insurance. CONTRACTOR shall instruct insurers to give AGENCY 30 days advance notice of any insurance cancellation.

The CONTRACTOR shall submit to AGENCY within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in this section of the contract. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

The AGENCY and CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules and regulations. These include, but is not limited to, 41 Code of Federal Regulations (CFR) Part 105, Government-wide Debarment and Suspension (Nonprocurement), which provides that an individual, corporation, unit of government or other entity that is debarred or suspended shall be excluded from Federal financial or non-financial assistance and benefits under Federal programs and activities.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A - General Terms and Conditions
- Any other provision, term, or material incorporated by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by written amendment executed by both parties.

THIS CONTRACT consisting of _____ pages and ____ attachments is executed by the persons signing below who warrant that they have the authority to execute the contract.

Washington State UBI No.: _____

Federal Employer ID No./SSN: _____

Exhibit A: General Terms and Conditions

CONTRACTOR

OFFICE OF THE SECRETARY OF STATE

Authorized Signatory	Date
Title: _____	_____

Steve Excell	Date
Assistant Secretary of State	_____

APPROVED AS TO FORM
Attorney General's Office

EXHIBIT A - GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract, the following terms shall have the meaning set forth below:

- “Agency” shall mean the Office of the Secretary of State, of the state of Washington
- “Agent” shall mean the Secretary of State, and/or the delegate authorized in writing to act on the Secretary of State’s behalf.
- “Contractor” shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms “Subcontractor” and “Subcontractors,” means Subcontractor(s) in any tier.

ACCESS TO DATA - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to the agency for inspection or to amend the personal information. Contractor shall, as directed by the agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

ATTORNEY’S FEES – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney’s fees and costs.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

CONFLICT OF INTEREST - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS – Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES - Except as otherwise provided in this contract, when a bona fide dispute arises between the Agency and the Contractor and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Agent.

1. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 15 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW - This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/ standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS - In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY - Personal information including, but not limited to "Protected Health Information" collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth in this agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

PUBLICITY - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

RECORDS MAINTENANCE - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein,

including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE – The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the “Termination for Convenience” clause, without the ten day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY – While on the Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor’s duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law.

TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract.

A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- Stop work under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated;

- Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
- Complete performance of such part of the work as shall not have been terminated by the Agent; and
- Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

TREATMENT OF ASSETS -

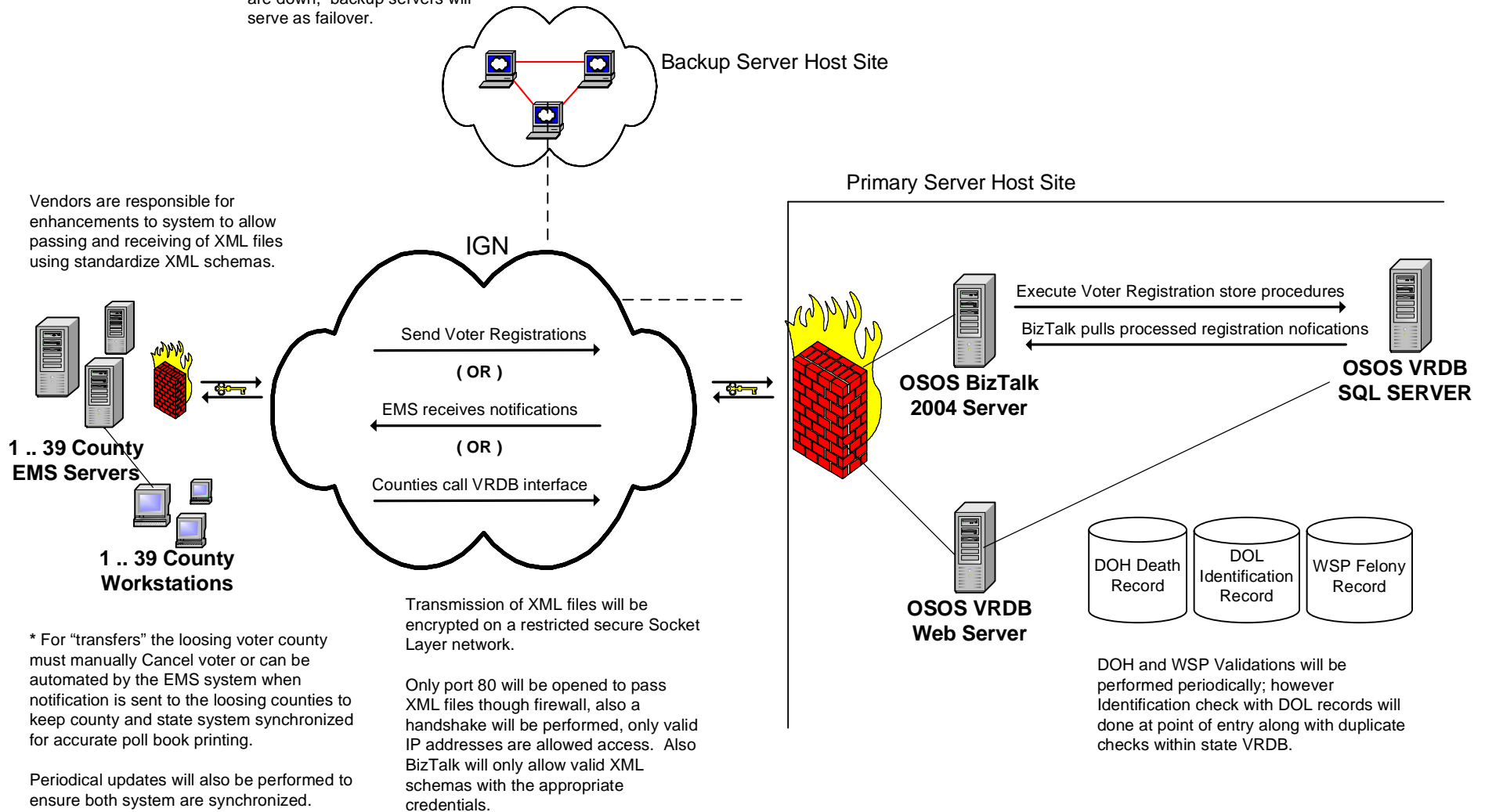
- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any the Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

ATTACHMENT C: Proposed System Architecture

Statewide Voter Registration Database System Architecture

Database backups will occur nightly and transaction log backups will occur every 10 minutes. If servers at main site are down, backup servers will serve as failover.



ATTACHMENT D: Database Structure

Voter Registration Database

Last Modified: 4/27/2004

tblDuplicateHistory			
	Column Name	Condensed Type	Nullable
?	DupID	int	NOT NULL
	InternalID	int	NOT NULL
	StateVoterID	varchar(16)	NOT NULL
	CountyCode	char(2)	NOT NULL
	PrevCountyCode	char(2)	NOT NULL
	RegistrationDate	smalldatetime	NOT NULL
	LastName	varchar(50)	NOT NULL
	FirstName	varchar(50)	NOT NULL
	MiddleInitial	varchar(50)	NULL
	PrevLastName	varchar(50)	NOT NULL
	PrevFirstName	varchar(50)	NOT NULL
	PrevMiddleInitial	varchar(50)	NULL
	DuplicateCount	int	NOT NULL
	LastUpdate	smalldatetime	NOT NULL

tblErrorReturnMsg			
	Column Name	Condensed Type	Nullable
?	ExceptionCode	char(4)	NOT NULL
	ExceptionMsg	varchar(250)	NOT NULL

tblStatusCode			
	Column Name	Condensed Type	Nullable
?	StatusCode	char(1)	NOT NULL
	StatusDescription	varchar(50)	NOT NULL

tblVoterStatus			
	Column Name	Condensed Type	Nullable
?	InternalID	int	NOT NULL
	LegalAge	tinyint	NOT NULL
	Citizen	tinyint	NOT NULL
	Felony	tinyint	NOT NULL
	FelonyConvictDate	smalldatetime	NULL
	FelonyVerifiedDate	smalldatetime	NULL
	Decease	tinyint	NOT NULL
	Residency	tinyint	NOT NULL
	IDRequired	tinyint	NULL
	Military	tinyint	NOT NULL
	StatusCode	char(1)	NOT NULL
	AbsenteeType	char(1)	NOT NULL
	AbsenteeRequestDate	smalldatetime	NULL
	AbsenteeVerified	tinyint	NULL
	AbsenteeVerifiedDate	smalldatetime	NULL
	LastVoted	smalldatetime	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblVoterDocumentImg			
	Column Name	Condensed Type	Nullable
🔑	DocumentID	int	NOT NULL
	internalID	int	NOT NULL
	documentImage	image	NOT NULL
	DocumentFilename	varchar(50)	NULL
	DocumentSize	int	NULL
	DocumentScanDate	smalldatetime	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblContactInfo			
	Column Name	Condensed Type	Nullable
🔑	internalID	int	NOT NULL
	PhoneNumber	varchar(50)	NULL
	EmailAddress	varchar(100)	NULL
	MailingAddress1	varchar(100)	NULL
	MailingAddress2	varchar(100)	NULL
	MailingAddress3	varchar(100)	NULL
	MailCity	varchar(50)	NULL
	MailingState	varchar(50)	NULL
	MailingZipCode	varchar(50)	NULL
	MailingCountry	varchar(50)	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblVoter			
	Column Name	Condensed Type	Nullable
🔑	internalID	int	NOT NULL
	StateVoterID	varchar(20)	NULL
	SOSVoterID	varchar(50)	NULL
	CountyVoterID	varchar(50)	NULL
	CountyCode	char(2)	NOT NULL
	VoterTitle	varchar(5)	NULL
	NamePrefix	varchar(10)	NULL
	FirstName	varchar(50)	NOT NULL
	MiddleName	varchar(50)	NULL
	LastName	varchar(50)	NOT NULL
	NameSuffix	varchar(10)	NULL
	MaidenName	varchar(50)	NULL
	Gender	char(1)	NULL
	Birthdate	smalldatetime	NOT NULL
	SSN	varchar(9)	NULL
	SSN4	char(4)	NULL
	DriverLicenseNum	varchar(12)	NULL
	CompressLName	varchar(50)	NULL
	CompressFName	varchar(50)	NULL
	UserName	varchar(50)	NOT NULL
	LastModified	smalldatetime	NOT NULL

tblAbsenteeType				
	Column Name	Condensed Type	Nullable	
	AbsenteeType	char(1)	NOT NULL	
	AbsenteeDescription	varchar(50)	NOT NULL	

tblAliasName				
	Column Name	Condensed Type	Nullable	
	internalID	int	NOT NULL	
	AliasFirstName	varchar(50)	NULL	
	AliasMiddleInitial	char(1)	NULL	
	AliasLastName	varchar(50)	NULL	
	UserName	varchar(50)	NULL	
	LastModified	smalldatetime	NOT NULL	

tblTransactionType				
	Column Name	Condensed Type	Nullable	
	TransactionType	char(2)	NOT NULL	
	TransactionTypeDesc	varchar(50)	NOT NULL	

tblTransactionHistory				
	Column Name	Condensed Type	Nullable	
	TransactionID	int	NOT NULL	
	internalID	int	NOT NULL	
	StateVoterID	varchar(50)	NOT NULL	
	TransactionType	char(2)	NOT NULL	
	UpdateDescription	varchar(50)	NOT NULL	
	TransactionDate	smalldatetime	NOT NULL	
	PreviousValue	varchar(250)	NULL	
	CurrentValue	varchar(250)	NULL	
	UserName	varchar(50)	NOT NULL	
	LastModified	smalldatetime	NOT NULL	

tblTransfer					
	Column Name	Data Type	Length	Allow Nulls	
	TID	int	4		
	internalID	int	4		
	TransactionType	char	2		
	PreviousCountyCode	char	2		
	PreviousDomAddress	varchar	250	✓	
	NewCountyCode	char	2		
	NewDomAddress	varchar	250	✓	
	TransferDate	smalldatetime	4		
	UserName	varchar	50		
	LastModified	smalldatetime	4		

tblParsedVoterAddress				
	Column Name	Condensed Type	Nullable	△
🔑	InternalID	int	NOT NULL	
	CountyCode	char(2)	NOT NULL	
	DomPrecinctCode	int	NULL	
	DomLevyCode	int	NULL	
	DomJurisdictionCode	int	NULL	
	DomCarrierRoute	varchar(50)	NULL	
	DomDeliveryPoint	varchar(50)	NULL	
	DomStreetNumber	varchar(10)	NULL	
	DomStreetFraction	varchar(10)	NULL	
	DomStreetName	varchar(50)	NULL	
	DomStreetType	varchar(20)	NULL	
	DomUnitType	varchar(10)	NULL	
	DomStreetPreDirectic	varchar(10)	NULL	
	DomStreetDirection	varchar(10)	NULL	
	DomUnitNumber	varchar(10)	NULL	
	DomCity	varchar(50)	NULL	
	DomState	varchar(50)	NULL	
	DomZipCode	varchar(5)	NULL	
	DomZipCode4	varchar(10)	NULL	
	PhysStreetPreDirectk	varchar(50)	NULL	
	PhysStreetNumber	varchar(10)	NULL	
	PhysStreetName	varchar(50)	NULL	
	PhysStreetDirection	varchar(10)	NULL	
	PhysStreetType	varchar(20)	NULL	
	PhysUnitType	varchar(10)	NULL	
	PhysUnitNumber	varchar(10)	NULL	
	PhysState	varchar(50)	NULL	
	PhysCounty	char(2)	NULL	
	PhysCity	varchar(50)	NULL	
	PhysZipCode	varchar(5)	NULL	
	PhysZipCode4	varchar(10)	NULL	
	UserName	varchar(50)	NOT NULL	
	LastModified	smalldatetime	NOT NULL	
				▽

tblUser				
	Column Name	Condensed Type	Nullable	△
🔑	UserID	int	NOT NULL	
	UserName	varchar(50)	NOT NULL	
	UserPassword	varchar(12)	NOT NULL	
	FirstName	varchar(50)	NOT NULL	
	LastName	varchar(50)	NOT NULL	
	EmailAddress	varchar(100)	NULL	
	Phonenumber	varchar(50)	NULL	
	CountyCode	char(2)	NOT NULL	
	AccountType	int	NULL	
	UserCreateDate	smalldatetime	NULL	
	isAccountActive	tinyint	NULL	
	LastLogin	smalldatetime	NULL	
	LastModified	timestamp	NULL	
				▽

ATTACHMENT E: Business Flow Process

Statewide Voter Registration Business Flow Process

